

## SECTION 7 EVALUATION CRITERIA AND SELECTION PROCESS

### EVALUATION CRITERIA

#### 1) OVERALL QUALIFICATIONS AND PROJECT CONCEPT

The overall Project concept and the organizational and management capacity to successfully develop and operate the Project including:

- Qualifications of the principal firms and individuals.
- Quality and clarity of necessary corporate and contractual arrangements and entities.
- Feasibility of the proposed schedule.
- Evidence of commitment to long-term ownership and management.

#### 2) TRAFFIC MITIGATIONS

The ability of the Project to minimize the impact of vehicular traffic on the Fort Baker site, the City of Sausalito, other neighboring municipalities, and Highway 101 during peak hours through a comprehensive approach to traffic and parking demand management, including the development of a Transportation Demand Management (TDM) program and implementation of related mitigations required in the Fort Baker FEIS.

#### 3) SCALE OF PROJECT

The scale of the conference center reflects the smallest possible economically feasible facility that meets the objectives of the Fort Baker Plan and FEIS including minimizing impacts on the site and its surroundings.

#### 4) PROJECT DESIGN

The quality and creativity of initial rehabilitation and development concepts as described and depicted in the submitted conceptual drawings for the rehabilitation of historic structures and landscapes, contemporary compatible design of new structures and landscape improvements including:

- Compliance with historic preservation criteria.
- Goals and objectives of the Fort Baker Plan and FEIS.
- Qualifications and organization of the design team.

#### 5) UTILITIES AND INFRASTRUCTURE

The quality, creativity and feasibility of initial rehabilitation and new development concepts as described in the submitted Utilities and Infrastructure Program Statement including:

- Integration of historic preservation goals with sustainable design principles and goals and objectives of the Fort Baker Plan and FEIS.
- Qualifications and organization of the utilities and infrastructure design team.

#### 6 ) S U S T A I N A B I L I T Y

The quality, creativity and feasibility of initial rehabilitation and development concepts as described and depicted in the submitted Sustainability Program Statement, LEED II and Building Energy Budget submittals including:

- Integration of historic preservation goals; sustainable design and operations principles; and goals and objectives of the Fort Baker Plan and FEIS.
- Qualifications and organization of the design team.

#### 7 ) M A N A G E M E N T P L A N

The quality and reliability of the management and operating plan for the Project including:

- Experience of the proposer in the ownership and operation of conference centers comparable in scale, type, and complexity to the Fort Baker conference center.
- Ability of the proposer to work with NPS to accommodate public access.

#### 8 ) F E I S M I T I G A T I O N S

The quality and reliability of the Project's implementation of required FEIS mitigation measures.

#### 9 ) P R O G R A M A N D I N S T I T U T E S U P P O R T

The ability to creatively integrate and incorporate the proposed Fort Baker Institute and other NPS and park partner educational and interpretive programs into the Project's physical setting, building rehabilitation and construction, marketing, guest experience, and management and operations including the provision of lodging for NPS and/or Institute participants at Federal per diem rates for San Francisco.

#### 10 ) C O R P O R A T E C I T I Z E N S H I P

The comprehensive approach to corporate citizenship during the development and operation of the Project including:

- Experience in community and governmental relations.
- Record of the proposed Project Developer and/or Management Company in meeting commitments to local government agencies, community-based organizations and employees in other locations and projects.
- Demonstrated ability and commitment of the proposer to provide a superior workplace and a supportive and stable environment for employees and contractors.
- Commitment to minority employment and training.

## 1 1 ) P R O J E C T F I N A N C I N G

Evidence of capacity to finance the proposed Project, including necessary debt and equity to fund all rehabilitation, construction, and other Project expenses and evidence of preliminary lender interest.

## 1 2 ) P R O F O R M A

The quality and reliability of the pro forma and related financial information associated with the Project including:

- Construction costs estimates.
- Operational costs and revenues.
- Ability of the Project to reliably generate Base Rent and Percentage Rent, Service District Charges, NPS Guest Program Payments, and/or other financial income and benefits to NPS on terms favorable to NPS.

## 1 3 ) B U S I N E S S O F F E R A N D L E A S E T E R M S

Responsiveness to NPS minimum business terms, other business terms, the LDDA, Final Lease, and other required documents to carry out the Project under the terms of a lease with NPS.

## 1 4 ) F E D E R A L R E Q U I R E M E N T S

The acceptance of the Federal requirements for a drug-free workplace, and evidence that the respondent and other entities related to the proposal have not been disbarred from Federal and other government contracting opportunities.

## S E L E C T I O N P R O C E S S

Prior to submitting its proposal, all RFP respondents are required to have a representative attend an “RFP Community Forum” organized by NPS and hosted by the Park’s GGNRA Advisory Commission (Advisory Commission) on **May 10, 2001**. At this forum, members of the public will be able to ask questions and make comments that could inform the development of RFP proposals responsive to community concerns.

As part of the RFP evaluation and selection process, each RFP respondent will also be required to make a public presentation about its proposal to a formal session of the Advisory Commission on **August 21, 2001**. The meeting will be open to the public, although public comment about each proposal will not be part of the presentation. Each respondent will be given a 30-minute time allocation for its presentation, followed by a 15-minute question and answer session involving Advisory Commissioners. Respondents may prepare handouts for distribution to commissioners and members of the public at the session, and the presentations may include graphics, slides, and models. NPS will have the public presentations transcribed verbatim, and will make copies of the presentation handouts and slides together with the transcript available to the public at local libraries and for purchase at a local copy shop.

**NPS expects to provide additional information in writing about this required public presentation to all RFP respondents no later than July 9, 2001. NPS reserves the right to alter the public presentation requirements of this RFP.**

RFP respondents are free to schedule and organize additional public or private presentations of their proposals without the involvement of NPS.

Members of the public can use the presented information to submit written comments on the submitted proposals to NPS prior to the NPS selection. However, NPS is under no obligation to respond formally or informally to any comments submitted during the RFP evaluation and selection process. Following the public presentation, the RFP responses will be reviewed and evaluated by an NPS-appointed Technical Evaluation Panel, with the assistance of NPS project staff and consultants. The evaluation panel, staff and/or consultants may at their discretion contact and consult references and industry sources, investigate previous projects and current commitments, interview some or all of the RFP respondent teams, and/or take any other information into account in their evaluation of the RFP responses. The panel will submit a recommendation to the NPS Regional Director, who serves as the sole Selecting Official for this RFP.

NPS anticipates announcing its selection of a single RFP respondent for exclusive negotiations. At that time, NPS anticipates making available for public review all RFP submissions, consistent with the requirements of the Freedom of Information Act (see RFP Section 9).

**Selection of a proposal for exclusive negotiations will not indicate or imply NPS endorsement or approval of all aspects of that proposal, nor will it indicate that any or all aspects of the proposal meet the specific requirements of the Fort Baker FEIS and ROD.**

E X C L U S I V E   N E G O T I A T I O N S   ( E N A ) ;   L E A S E   D I S P O S I T I O N   A N D  
D E V E L O P M E N T   A G R E E M E N T   ( L D D A ) ;   A N D   F I N A L   L E A S E

Upon receipt of a non-refundable fifty thousand dollars (\$50,000) negotiation payment from the Selected Developer, NPS will initiate a three-step negotiation and development process, with the intent of executing a Final Lease. The ENA, LDDA and Final Lease and all other documents executed by NPS and the Selected Developer will contain time and performance benchmarks with clear termination provisions for non-performance.

NPS and the Selected Developer will initially negotiate and develop a non-binding ENA for a fixed, eight (8) week period, allowing for discussion of basic business terms outlined in the RFP. The ENA will also set forth the NPS commitment to not enter into lease negotiations concerning the Project with any other party (other than for short-term terminable permits or tenancies).

The ENA would then be superseded by an LDDA or similar document between NPS and the Selected Developer, which will refine basic terms, responsibilities, and performance requirements and schedules within a fixed time period (estimated sixteen (16) months) for subsequent lease negotiations. The LDDA would formalize using a schedule of performance the due diligence, design review, financing, and other specific NPS requirements that must

be met by the Selected Developer prior to execution of the Final Lease, and will also establish a schedule of required and estimated payments for “building department” type services provided by NPS for review of design and construction documents. NPS may also provide the Selected Developer with an on-site office during the LDDA period.

The Final Lease is to be executed only after a number of important conditions have been met by the Selected Developer, including the completion of design and construction documents approved by NPS, the completion of any required environmental assessment for the Project, the negotiation of all transaction documents necessary for the development and operation of the Project, and the securing of project financing by the Selected Developer in an amount and form approved by NPS in its role as landlord. NPS anticipates that the Final Lease would be executed immediately prior to commencement of construction activities by the Selected Developer.

The Selected Developer should:

- Anticipate negotiations with NPS staff and NPS consultants during the ENA and LDDA periods.
- Anticipate revisions of the Project concept and design as a result of these discussions.
- Prepare to respond to new information developed during the LDDA period.

NPS is committed to working with the Selected Developer to reach agreements that are mutually acceptable and which will result in a superior Project.

**Because of the unique authorities and requirements of the Federal government, NPS leases and agreements by necessity will include definitions, terms, and conditions that may be different or distinct from those typically used in private-sector or other public-sector (non-Federal) lease transactions.**

NPS has included as RFP Exhibit G and H the proposed form of two important documents that will be the basis for negotiations with the Selected Developer:

- Form LDDA .
- Form Lease.

These documents have been developed by NPS in light of restrictions of Federal law and NPS policy. Certain requirements may be substantially different than those addressed in typical private-sector leases. In their proposals, RFP respondents should clearly indicate a response to NPS business terms and other components of the Form LDDA and Form Lease with the substance and rationale for any proposed modifications. The final terms of the LDDA and the Final Lease will be negotiated with NPS and are subject to the final approval of the NPS Regional Director, as delegated by the NPS Director.